

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Telecommunications Carriers Eligible to)	WC Docket No. 09-197
Receive Universal Service Support)	
)	
Lifeline and Link Up Reform and)	WC Docket No. 11-42
Modernization)	
)	
EVERYCALL COMMUNICATIONS, INC.))	
Petition for Limited Designation as an)	
Eligible Telecommunications Carrier)	

EVERYCALL COMMUNICATIONS, INC. COMPLIANCE PLAN

EveryCall Communications, Inc. d/b/a All American Wireless and All American Home Phone (“EveryCall” or “Company”) is a telecommunications carrier that has previously been designated as an Eligible Telecommunications Carrier (“ETC”) for the purpose of receiving low-income federal universal service support only. EveryCall requests that the Commission forbear from applying the “own facilities” requirement contained in section 214(e)(1)(A) of the Communications Act, 47 C.F.R. § 214(e)(1)(A), consistent with the Commission’s determination to forbear from applying this requirement to Lifeline-only ETC applications that comply with the conditions set forth in the *Lifeline Reform Order*.¹

¹ *In the Matter of Lifeline and Link Up Reform and Modernization, WC Docket No. 11-42, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) (“Lifeline Reform Order”).*

EveryCall hereby files its Compliance Plan outlining the measures it will take to implement the conditions set forth in the *Lifeline Reform Order*. Specifically, this Compliance Plan: (1) describes the measures that EveryCall will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures EveryCall follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the low-income fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how EveryCall provides Lifeline services, the geographic areas in which it provides services, a detailed description of EveryCall's Lifeline service plan offerings, information demonstrating that the carrier is financially and technically capable of providing the supported Lifeline service in compliance with Commission rules, and all other certifications required under 47 C.R.R. § 54.202.

EveryCall respectfully requests expeditious approval of its Compliance Plan.

I. Information About EveryCall, Including Financial and Technical Qualifications

EveryCall is based in Baton Rouge, Louisiana, and has been in business since 1997.² The Company provides wireless and wireline telecommunications services. EveryCall owns and operates its own switching facilities in Baton Rouge, Louisiana. These switching facilities are used to provide access to directory assistance.

² EveryCall was organized and incorporated in the State of Louisiana on November 20, 1997.

EveryCall operates its wireless business as All American Wireless and its wireline businesses as All American Home Phone and Local USA. As of April 30, 2012, EveryCall provides service to a total of 9,696 active customers, including 8,975 Lifeline customers and 721 non-Lifeline customers, and currently derives the majority of its revenue from selling low-cost telephone service in Louisiana, Mississippi, South Carolina, North Carolina, Alabama, Kentucky, Georgia, Tennessee, Texas, and Florida. EveryCall does not rely exclusively on USF support to provide wireless Lifeline service.

EveryCall has previously been designated as an ETC for its wireless service in Louisiana and Arkansas and for its wireline service in Louisiana, Arkansas, Mississippi, Alabama, South Carolina, North Carolina, and Kentucky for the purposes of participating in the Lifeline and Link Up programs. EveryCall is also seeking ETC designation in Missouri and is amending its application in Missouri to comply with the requirements in the *Lifeline Reform Order*.

EveryCall currently provides wireless Lifeline service in Louisiana. EveryCall is revising its Louisiana wireless tariff to reflect that, effective April 2, 2012, it no longer provides Link Up support services.³ EveryCall requests that the Federal Communications Commission ("FCC" or "Commission") forbear from applying the "own facilities" requirement contained in Section 214(e)(1)(A), consistent with the Commission's

³ EveryCall provides a description of its Louisiana wireless Lifeline offerings in Exhibit A to this filing.

determination in the *Lifeline Reform Order*⁴ to grant blanket forbearance to Lifeline-only ETCs that comply with the following conditions:⁵

- (1) the carrier must comply with certain 911 requirements
 - (a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes;
 - (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and
 - (c) complying with conditions (a) and (b) starting on the effective date of this Order; and
- (2) the carrier must file, and the Bureau must approve, a compliance plan that:
 - (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and
 - (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier's various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

EveryCall will comply with the 911 requirements, as described below, and will comply fully with the Commission's Lifeline rules and policies more generally.

⁴ *In the Matter of Lifeline and Link Up Reform and Modernization, WC Docket No. 11-42, Report and Order and Further Notice of Proposed Rulemaking*, FCC 12-11(rel. Feb. 6, 2012) ("*Lifeline Reform Order*").

⁵ *Lifeline Reform Order* at ¶¶ 368, 373 and 379.

II. ACCESS TO 911 AND E911 SERVICES

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon EveryCall: (1) providing its Lifeline subscribers with access to 911 and E911 services, regardless of activation status and availability of minutes;⁶ and (2) providing its Lifeline subscribers with E911 compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services.⁷ EveryCall hereby affirms that it is complying with these conditions.

EveryCall will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all EveryCall customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from EveryCall handsets, even if the account associated with the handset has no minutes remaining.

EveryCall's existing practices currently provide access to 911 and E911 services for all Lifeline customers. EveryCall uses Cintex, which resells Sprint, as its underlying wireless carrier. Cintex routes 911 calls from EveryCall's customers in the same manner as 911 calls from Cintex' own retail customers. To the extent that Cintex is certified in a given PSAP Territory, this capability will function the same for EveryCall. EveryCall also currently enables 911 emergency calling services for all activated handsets regardless of whether the account associated with the handset is active or suspended.

⁶ *Id.* at ¶ 373.

⁷ *Id.*

Finally, EveryCall transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

E911-Compliant Handsets

EveryCall's handsets used for its Lifeline service offerings are E911 compliant. EveryCall will continue to ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing EveryCall customer does not have an E911-compliant handset, the Company will replace it with a 911/E911-compliant handset at no charge to the customer.

III. COMPLIANCE PLAN

A. Policy

EveryCall will comply with all of the conditions set forth in the *Lifeline Reform Order* and Sections 54.101 *et seq.* of the Commission's Rules (as amended by the *Lifeline Reform Order*), the provisions of its Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States. EveryCall will comply with all certification and verification requirements for Lifeline eligibility established by states where it is designated as an ETC. In states where there are no state-imposed requirements, EveryCall will comply with the certification and verification procedures in effect in that state as reflected on the website of the Universal Service Administrative Company ("USAC"). For any states that do not mandate Lifeline support and/or that do not have established rules of procedure in place, EveryCall will certify at the outset and will verify

annually customers' Lifeline eligibility in accordance with the Commission's requirements.

Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in the Commission's rules. In addition, through the certification requirements described below, EveryCall will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

B. Eligibility Determinations

Processing of consumers' applications, including review of all application forms and relevant documentation, will be performed under the Company's supervision by personnel trained in the administration of the Lifeline program. EveryCall will ensure that all required documentation is reviewed and handled properly by using state-specific compliance checklists. EveryCall will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, who interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

Consumers who do not complete the application process in person must return the signed application and support documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15

USC 7001-7006, and any applicable state laws, and may verify consumers' signatures via interactive voice response (IVR) systems.

I. Proof of Eligibility

Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.⁸ EveryCall will check the eligibility of low-income consumers seeking to enroll in Lifeline either by accessing electronic eligibility databases, where available, or by reviewing documentation from the consumer demonstrating his/her eligibility for Lifeline service.

Where the Company is able to access a state or federal database to make determinations about customer eligibility, the Company is not required to obtain proof of documentation; in such case EveryCall or its representative will note in its records what specific data was relied upon to confirm the customer's initial eligibility for Lifeline.⁹ In instances where a state agency or third-party administrator is responsible for the initial determination of consumer eligibility, EveryCall will rely on the state identification or database.¹⁰ Where Company personnel conclude that proffered documentation is insufficient to establish Lifeline eligibility, EveryCall will deny the associated application and inform the applicant, upon written request, of the reason for such denial. When Company personnel cannot ascertain whether documentation of a specific type is

⁸ *Lifeline Reform Order* at ¶ 101.

⁹ *Id.* at ¶ 98.

¹⁰ See *Notice of Ex Parte Communication of Cricket Communications, Inc.*, WC Docket No. 09-197, Cricket Compliance Plan at 6 (Sept. 23, 2011). The Wireline Competition Bureau approved the Cricket Compliance Plan on February 7, 2012. See *Telecommunications Carriers Eligible for Universal Service Support, Cricket Communications, Inc. Petition for Forbearance*, WC Docket No. 09-197, Order, DA 12-158 (Feb. 7, 2012).

sufficient to establish an applicant's eligibility, the matter will be escalated to the appropriately qualified supervisory personnel at EveryCall's corporate headquarters in Baton Rouge, Louisiana.¹¹

For states with program-based eligibility criteria, EveryCall's application form will list each of the qualifying programs, and the applicant will be required to identify the specific program(s) in which they participate, and to provide the requisite proof that they currently participate in such program(s), regardless of whether such proof is required pursuant to state law. Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹²

For states with income-based eligibility criteria, the applicant will be required to certify under penalty of perjury that their household income does not exceed the relevant threshold (*i.e.*, 135% of the Federal Poverty Guidelines for federal default states) and will be required to provide the requisite proof of income-based eligibility. Acceptable documentation of income eligibility includes: (1) the prior year's state, federal, or Tribal tax return; (2) current income statement from an employer or paycheck stub; (3) a Social

¹¹ *Id.*

¹² *Id.*; *see also* 47 C.F.R. § 54.4010(c)(1)(i)(B).

Security statement of benefits; (4) a Veterans Administration statement of benefits; (5) a retirement/pension statement of benefits; (6) an Unemployment/Workmen's Compensation statement of benefits; (7) federal or Tribal notice letter of participation in General Assistance; (8) or a divorce decree, child support award, or other official document containing income information for a least three months time.¹³ EveryCall will not retain copies of proof documentation, but rather will maintain accurate records detailing how the customer demonstrated his or her eligibility.¹⁴

2. De-Enrollment for Ineligibility

If EveryCall has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, EveryCall will notify the subscriber of impending termination in writing, separate from the subscriber's monthly bill, and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹⁵ In the event that the Company is notified by the Administrator that a subscriber is receiving duplicative support, the Company will de-enroll that subscriber from participation in the Lifeline program within five (5) business days.¹⁶

C. Subscriber Certifications for Enrollment

EveryCall proposes the following plan to implement the certification and verification conditions outlined in the *Lifeline Reform Order*. EveryCall intends to keep

¹³ *Lifeline Reform Order* at ¶ 101; see also 47 C.F.R. § 54.410(b)(1)(i)(B).

¹⁴ *Lifeline Reform Order* at ¶ 101; see also 47 C.F.R. §§ 54.410(b)(1)(ii) and 54.410(c)(1)(ii).

¹⁵ 47 C.F.R. § 54.405(e)(1).

¹⁶ 47 C.F.R. § 54.405(e)(2).

these measures in effect until such time as the Commission implements its planned National Lifeline Accountability Database. EveryCall shares the Commission's concern about waste, fraud and abuse of the Lifeline program and is committed to safeguards stated herein.

1. Certification Procedures

EveryCall will implement certification procedures that require consumers to demonstrate their eligibility for Lifeline assistance by contacting the Company in person or via mail, telephone, facsimile, or the internet. At the point of sale, consumers will be provided with printed information describing EveryCall's Lifeline program containing disclosures and instructions for enrolling, including eligibility requirements, and collecting certain information and certifications as discussed below.¹⁷ Any evidentiary documentation submitted with the application/certification is used strictly to verify a consumer's eligibility to participate in the Lifeline program. Upon approval of the customer's application/certification, such proof of eligibility is either returned to the customer or destroyed, and is not retained by EveryCall. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.¹⁸

Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to the Company website,

¹⁷ See Model Application/Certification Form, included in Exhibit C. See Compliance Plan Public Notice at 3.

¹⁸ *Lifeline Reform Order* at ¶ 123.

which will contain a link to information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. EveryCall's application form will clearly identify that it is a "Lifeline" application. Except in states in which applicants are enrolled through a designated state agency, EveryCall will have direct contact with all customers applying for Lifeline service, in person or by telephone, facsimile, mail or the internet.

2. Disclosures

EveryCall's application/certification forms will include the following disclosures:

- (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
- (2) Only one Lifeline service is available per household;
- (3) A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income expenses;
- (4) A household is not permitted to receive Lifeline benefits from multiple providers;
- (5) Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and
- (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.¹⁹

Applications/certification forms will also state: (1) the service for which the consumer is applying is a Lifeline service; (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.²⁰ In addition, EveryCall will notify the applicant that the Lifeline service must be personally activated by the

¹⁹ *Lifeline Reform Order* at ¶ 121; *see also* 47 C.F.R. § 54.410(d)(1).

²⁰ 47 C.F.R. § 54.405(c).

applicant/subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.²¹

3. *Information Collection*

On its application/certification forms, EveryCall will require each applicant to provide the following information:²²

- Full name;
- Full residential address -- and whether the address is a permanent or temporary address;
- Billing address (if this differs from the subscriber's residential address);
- Last four digits of social security number (or the subscriber's Tribal identification number, if the subscriber is a member of the Tribal nation and does not have a social security number); and
- Date of birth.
- Name of qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits (if the subscriber is seeking to qualify for Lifeline under the program-based criteria);
- Number of individuals in his or her household (if the subscriber is seeking to qualify for Lifeline under the income-based criterion);

The application form will clearly state that Lifeline participants must provide their new address to the Company within 30 days of moving.²³ EveryCall will incorporate this information into its customer information database. Prior to initiating service for a customer, the Company will check the address of each Lifeline applicant against its database to determine whether or not it is associated with a customer that already receives EveryCall Lifeline service, and will then review the application to ascertain whether the

²¹ *Lifeline Reform Order* at ¶ 257.

²² *Lifeline Reform Order* at ¶¶ 85 and 184.

²³ *Id.* at ¶¶ 85 and 117.

applicant is attempting to receive Lifeline-supported service for more than one handset associated with its household.²⁴

If the Company determines that an individual at the applicant's residential address is currently receiving Lifeline-supported service, the Company will take an additional step to ensure that the applicant and the current subscriber are part of different households.²⁵ In order to make this determination, EveryCall will require applicants to complete and submit to the Company a written document that will be developed by USAC. EveryCall will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

4. Applicant Certification

Consistent with new rule § 54.410(d)(3), EveryCall's Lifeline application/certification form will include a section where the applicant must attest and sign under penalty of perjury that the applicant's representations are true and correct. Penalties for perjury will be clearly stated on the certification form. The certification form will also contain language stating that violation of the one-per-household requirement constitutes a violation of the Commission's rules and will result in the consumer's de-enrollment from the program, and could result in criminal prosecution by the United States government.²⁶ Although the exact wording of the certification

²⁴ EveryCall will use the definition of "household" established by the Lifeline Reform Order at ¶¶ 29 and 74; *see also* revised section 47 CFR § 54.400(h).

²⁵ *Lifeline Reform Order* at ¶ 78.

²⁶ *Id.* at ¶ 121.

statements may vary on a state-by-state basis, depending on state-specific requirements and/or consultations with relevant state agencies, the substance of these certification to be consistent with the following statements:²⁷

- _____ The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline;
- _____ The applicant's household will receive only one Lifeline service and, to the best of applicant's knowledge, the applicant's household is not already receiving a Lifeline service;
- _____ The applicant will notify EveryCall within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit;
- _____ The applicant lives on Tribal lands (if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands);
- _____ The applicant will notify EveryCall within thirty (30) days if his or her home address changes and provide that new address;
- _____ The information contained in the applicant's application/certification form is true and correct to the best of the applicant's knowledge;
- _____ The applicant acknowledges that providing false or fraudulent information to receive a Lifeline benefits is punishable by law; and
- _____ The applicant acknowledges that that applicant may be required to re-certify his or her continued eligibility for Lifeline at any time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included herein and in the Commission's rules.

In addition, the applicant will be required to authorize EveryCall to access any records required to verify the applicant's statements on the application/certification form

²⁷ 47 C.F.R. § 54.410(d)(3).

and to confirm the applicant's eligibility for the Lifeline credit.²⁸ The applicant will also authorize EveryCall to release any records required for the administration of the Lifeline credit program, including to USAC to be used in a Lifeline program database.²⁹ A copy of EveryCall's application/certification form is provided in Exhibit C to this Compliance Plan.

D. Annual Verification Procedures

As required by the Commission's *Lifeline Reform Order*, EveryCall will require every consumer enrolled in the Lifeline program to verify on an annual basis that he or she receives Lifeline-supported service only from EveryCall and, to the best of his or her knowledge, no one else in the subscriber's household is receiving a Lifeline-supported service.³⁰ EveryCall will inform Lifeline subscribers about the annual re-certification requirement on the certification form that is completed annually.³¹ On the re-certification materials, EveryCall also will inform subscribers that they are being contacted to re-certify eligibility for Lifeline and if they fail to respond, they will be considered ineligible for Lifeline and de-enrolled from the program.³²

Pursuant to the new rule adopted in the *Lifeline Reform Order*, EveryCall will re-certify the eligibility of all of its Lifeline subscribers as of June 1, 2012, by the end of

²⁸ See Cricket Compliance Plan at 5.

²⁹ 47 C.F.R. § 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. See *id.* See also Cricket Compliance Plan at 5.

³⁰ *Id.* at ¶ 120.

³¹ *Id.* at ¶ 145.

³² *Id.*

2012, and report the results to USAC by January 31, 2013.³³ The Company may undertake this re-certification on a rolling basis throughout the year.³⁴ Where ongoing eligibility cannot be determined through access to a qualifying database either by the Company or the state, and there is no state administrator verifying the continued eligibility of Lifeline subscribers, the Company will re-certify the continued eligibility of its subscribers by contacting them – either in person, in writing (by mail), by phone, by text message, by email, or otherwise through the Internet – to confirm their continued eligibility.³⁵ Such certifications may be obtained in person through a written document, an IVR system, a text message, or on-line with an electronic signature.³⁶ The Company will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006, and any applicable state laws, in accordance with the *Lifeline Reform Order*.³⁷ In states where a state agency or a third party has implemented a database that carriers may query to re-certify the consumer's continued eligibility, the Company (or state agency or third-party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification.³⁸

³³ *Id.* at ¶ 130.

³⁴ *Id.*

³⁵ *Id.* After 2012, the Company may elect to have USAC administer the self-certification process on its behalf. *See id.* at ¶ 133.

³⁶ *Id.* at ¶¶ 130 and 132.

³⁷ *Id.* at ¶ 132.

³⁸ *Id.* at ¶ 131.

Consistent with the *Lifeline Reform Order*, the Company will provide separate written notice of impending Lifeline service termination to subscribers who do not respond to the annual re-certification within 30 days. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits will be terminated if such actions are not taken, and how to contact EveryCall. Anyone who does not respond to the impending termination notice within 30 days to demonstrate that his or her Lifeline service should not be terminated will be de-enrolled from the Company's Lifeline program.³⁹

E. Additional Measures to Prevent Waste, Fraud, and Abuse

1. Activation

EveryCall will not consider a subscriber of a pre-paid Lifeline offering activated, and will not seek reimbursement for Lifeline service for that subscriber's pre-paid service, until the subscriber activates EveryCall's Lifeline service by either activating the service or completing an outgoing call.

2. Non-usage Policy

As required by the *Lifeline Reform Order*, EveryCall will implement a non-usage policy for pre-paid services whereby it will de-enroll Lifeline customers that have not used the Company's Lifeline service for 60 consecutive days.⁴⁰ EveryCall will notify subscribers of pre-paid services at service initiation about the usage requirements, that Lifeline service is a non-transferable benefit, and that de-enrollment and deactivation will

³⁹ *Id.* at ¶¶ 141-142.

⁴⁰ *Id.* at ¶¶ 257-263.

result following non-usage in any consecutive 60-day period of time.⁴¹ If no usage appears on an EveryCall Lifeline customer's account during any consecutive 60-day period, EveryCall will provide notice to the subscriber that failure to use the Lifeline service or provide other confirmation directly to EveryCall that the subscriber wishes to retain their Lifeline service within 30 days of the date of the de-enrollment notice will result in de-enrollment from the Lifeline program.⁴² A subscriber can "use" the service by doing at least one of the following: (1) purchases minutes from the Company to add to his or her existing pre-paid Lifeline account; (2) completes an outbound call; (3) answers an incoming call from anyone other than the Company, its representative, or agent; or (4) affirmatively responds to a direct contact from the Company confirming that he or she wants to continue Lifeline service.⁴³

If the subscriber does not respond to the notice as provided above, the subscriber will be de-enrolled from the Lifeline program and EveryCall will not request further Lifeline reimbursement for the subscriber. EveryCall will update the National Lifeline Accountability Database ("Database"), when the Database becomes available, within one business day of de-enrolling a consumer for non-use. EveryCall will report annually to the Commission the number of subscribers of pre-paid Lifeline service that are de-enrolled for non-usage by month.⁴⁴

⁴¹ *Id.* at ¶ 257.

⁴² 47 C.F.R. § 54.405(e)(3).

⁴³ *Id.* at ¶ 261; *see also* 47 C.F.R. § 54.407(c)(2).

⁴⁴ *Lifeline Reform Order* at ¶ 257; *see also* 47 C.F.R. § 54.405(e)(3).

3. Customer Education with Respect to Duplicates

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, EveryCall will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence, and will help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the rules and requirements of the program.

1. National Lifeline Accountability Database

When the Database becomes available, EveryCall will comply with the requirements of new rule § 54.404. EveryCall will query the Database to determine whether an applicant is currently receiving Lifeline service from another ETC and whether anyone else living at the applicant's residential address is currently receiving Lifeline service.⁴⁵

EveryCall will also transmit the following information to the Database of each new and existing Lifeline subscriber, pursuant to 47 C.F.R. § 54.404(b)(6):

- Full name;
- Full residential address – and whether the address is a permanent or temporary address;

⁴⁵ *Lifeline Reform Order* at ¶ 203. EveryCall will also transmit to the Database the information required for each new and existing Lifeline subscriber. *See id.* at ¶¶ 189-195; *see also* 47 C.F.R. § 54.404(b)(6). Further, EveryCall will update each subscriber's information in the Database within 10 business days of any change, except for de-enrollment, which will be transmitted within one business day. *See* 7 C.F.R. § 54.404(b)(8) and (10).

- Last four digits of social security number (or the subscriber's Tribal identification number, if the subscriber is a member of the Tribal nation and does not have a social security number);
- Date of birth;
- Telephone number (for Lifeline handset);
- Date of service initiation;
- Date of de-enrollment (if applicable);
- Amount of Lifeline support received by the subscriber each month; and
- Whether the subscriber receives Link Up support.

2. *One-Per Household Rule*

In addition to checking the Database when it becomes available, Company personnel will emphasize the "one Lifeline phone per household" restriction in their direct sales contacts with potential customers through the use of its application/certification forms discussed above, internal database checks and marketing materials discussed below. Upon receiving an application for Lifeline service, EveryCall will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.

If EveryCall's internal search shows that it already provides service to someone at the same residential address, and the applicant lives at an address with multiple households, EveryCall will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-household rule; (2) a check box than an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-

enrollment).⁴⁶ Further, based on its internal search results, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and assist in determining whether he or she is already benefitting from the Lifeline support, by informing the consumer that not all Lifeline services are currently marked under the name Lifeline.

3. Marketing Materials

Within the deadline provided in the *Lifeline Reform Order*, EveryCall will include in clear, easily understood language the following information regarding its Lifeline service on all marketing materials⁴⁷ describing the service:⁴⁸

1. It is a Lifeline service;
2. Lifeline is a government assistance program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program;
3. Lifeline service is non-transferable;
4. Only eligible consumers may enroll in the program; and
5. The program is limited to only one discount per household, consisting of either wireless or wireline service.

In order to reinforce the limitation of one Lifeline phone per household, the following statement will appear in the Company's marketing materials and website

⁴⁶ *Lifeline Reform Order* at ¶ 78.

⁴⁷ Marketing materials include all print, audio, video and web materials used to describe or enroll in the Lifeline service offering, including application and certification forms, consistent with 47 C.F.R. § 54.405(c).

⁴⁸ *Lifeline Reform Order* at ¶ 275; *see also* 47 C.F.R. § 54.405(c).

(www.allamericanwireless.com) in a conspicuous place, in bold font and in an offsetting color to ensure it is not overlooked:

Note: By law, the Lifeline program is only available for one phone per household

EveryCall will disclose the company names under which it does business and the details of its Lifeline service offerings, including what documentation is necessary for enrollment.⁴⁹

Samples of EveryCall's marketing materials are included as Exhibit B.

3. Cooperation with state and federal regulators

EveryCall has and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse, including:

- Providing annual certifications to USAC, under penalty of perjury, that the Company has procedures in place to review customer's documentation of income- and program-based eligibility. That certification will also confirm that EveryCall is in compliance with all federal Lifeline certification procedures and Lifeline program rules, and that EveryCall has obtained a valid certification form for each Lifeline customer;⁵⁰
- Providing the FCC and USAC each year with general information regarding the terms and conditions of the Lifeline plans that the Company offered during the previous year, including the number of minutes provided, and whether there are additional charges to consumer for service, including minutes of use and/or toll calls;⁵¹
- Annually reporting to the FCC, USAC and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate, the Company name, names of any holding company, operating companies and affiliates, and any branding (such as "dba" or

⁴⁹ *Id.*

⁵⁰ *Lifeline Reform Order* at ¶¶ 91, 125 – 128; *see also* 47 C.F.R. § 54.416(a).

⁵¹ *Id.* at ¶ 390.

brand designation) as well as relevant universal service identifiers for each entity by Study Area Code;⁵²

- Providing the results of its annual re-certifications/verifications to the FCC, USAC, the applicable state commission and relevant Tribal government (for subscribers residing on Tribal lands) on an annual basis;⁵³
- Reporting annually to the FCC the number of subscribers de-enrolled for non-usage by month;⁵⁴
- Providing detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that EveryCall is able to function in emergency situations;⁵⁵
- Providing state commissions (PUC), the FCC or USAC upon request with data that will enable that state, the FCC or USAC to determine whether some consumers are enrolled in more than one Lifeline program. Specifically, the Company agrees to make available state-specific customer data, including name and address, upon request to each state PUC where it operates, the FCC or USAC for the purpose of permitting the PUC, FCC or USAC to determine whether an existing Lifeline customer receives Lifeline service from another carrier, and will participate in such a duplicate resolution process, provided that costs for participation are reasonable or defrayed through the universal service contribution mechanisms;
- Promptly investigating any notification that it receives from a state PUC, the FCC or USAC that one of its customers already receives Lifeline service from another carrier;
- Immediately deactivating a customer's Lifeline service and no longer report that customer on USAC Form 497 if the Company's investigation, a state, the FCC or USAC concludes that the customer receives Lifeline services from another carrier in violation of the Commission's regulations and that the Company's Lifeline service should be discontinued such as a

⁵² *Id.*

⁵³ *Id.* at ¶¶ 132 and 148; *see also* 47 C.F.R. § 54.416(b).

⁵⁴ *Lifeline Reform Order* at ¶ 257; *see also* 47 C.F.R. § 54.405(e)(3).

⁵⁵ *Lifeline Reform Order* at ¶ 389; *see also*, 47 C.F.R. § 54.422(b)(1)-(4).

de-enrollment notification pursuant to the FCC's June 17, 2011 Report and Order (Section III, B.); and

- Complying with all audit requirements set forth in the *Lifeline Reform Order* and approved by the Office of Management and Budget.

F. Lifeline Offering

EveryCall will offer its Lifeline service in the states where it is designated as an ETC throughout the coverage area of its underlying carrier, Cintex. EveryCall currently only initiates Lifeline wireless service offerings in Louisiana, specifically in the areas of Louisiana serviced by AT&T. A map depicting the coverage area of EveryCall's wireless service may be found on its website: www.allamericanwireless.com.

The Company's Lifeline offerings are summarized in Exhibit A attached hereto.

1. Lifeline Basic Service Plan

EveryCall's Lifeline Basic Service offering will provide Lifeline customers with at least 100 anytime voice or text minutes per month, at no charge. Lifeline customers can purchase additional bundles of minutes. Additional minutes will be loaded electronically. Customers can purchase extra minutes in the following increments and retail prices:

Additional Minutes for Basic Service	Retail Price
50 minutes	\$7.00
100 minutes	\$9.00
200 minutes	\$16.00
300 minutes	\$21.00
500 minutes	\$30.00

These additional minutes (“Plan Additions”) can be purchased on EveryCall’s website for its wireless service (www.allamericanwireless.com), via phone (1-877-371-8300) or in person at its office in Baton Rouge, Louisiana (4315 Bluebonnet Blvd., Ste. A, Baton Rouge, Louisiana 70809).

EveryCall does not impose credit checks or service contracts on its wireless customers. Customers are not bound by a local calling area requirement; EveryCall’s Lifeline plan comes with domestic long distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. All EveryCall handsets are E911 compliant.

2. Service Requirements Applicable to EveryCall's Support

The Compliance Plan Public Notice requires carriers to include “certifications required under newly amended section 54.202 of the Commission’s rules.”⁵⁶ EveryCall certifies that it will comply with the service requirements applicable to the support it receives. EveryCall provides all of the telecommunications services supported by the Lifeline program and will continue to make services available to all qualified consumers throughout all states in which it is designated as an ETC. EveryCall’s services include

⁵⁶ Compliance Plan Public Notice at 3.

voice telephony services that provide voice grade access to the public switched network or its functional equivalent. EveryCall's basic service offering provides its customers with a set number of minutes of use for local service at no charge to the customer. EveryCall's current Lifeline offerings include the packages described in Section F.1 *supra* that can be used for both local and domestic toll service.

EveryCall also provides access to emergency services provided by local government or public safety officials, including 911 and E911 where available, and complies with the Commission's requirements regarding E911-compatible handsets. As discussed above, EveryCall will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets. And EveryCall provides toll limitation services ("TLS"), preventing subscribers from being able to make or receive calls outside of the domestic United States. Since EveryCall, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage, pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS and EveryCall is not required to provide TLS as part of its voice telephone service for domestic long distance calls.⁵⁷

IV. Conclusion

EveryCall submits that its Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Lifeline Reform Order*. Implementation of the procedures described herein will promote public safety and ensure that Lifeline

⁵⁷ *Lifeline Reform Order* at ¶ 230.

customers have access to 911 and E911 services while safeguarding against misuse of the Company's Lifeline services. Accordingly, EveryCall respectfully requests that the Commission expeditiously approve its Compliance Plan.

Respectfully Submitted by:

A handwritten signature in black ink, appearing to read 'Katherine W. King', is written over a horizontal line.

Katherine W. King (La. Bar #7396)

Randy Young (La. Bar #21958)

Carrie R. Tournillon (La. Bar #30093)

KEAN MILLER LLP

Post Office Box 3513

Baton Rouge, Louisiana 70821

Telephone: (225) 387-0999

***ATTORNEYS FOR
EVERYCALL COMMUNICATIONS, INC.***

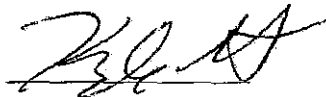
May 31, 2012

Attachments (Certification, Exhibits A-C)

CERTIFICATION

I, Kyle Coats, do hereby declare under penalty of perjury as follows:

1. I am the President of EveryCall Communications, Inc., a Louisiana Corporation, with my principal place of business at 4315 Bluebonnet Blvd, Suite A, Baton Rouge, Louisiana 70809.
2. I have read EveryCall Communications, Inc.'s Compliance Plan and confirm that the information contained therein to be true and correct to the best of my knowledge.
3. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.



Kyle Coats, President
EveryCall Communications, Inc.

EXHIBIT A

Lifeline Offerings

Plan Description	Retail Price
Lifeline Basic Service (100 Minute Voice or Text) (includes taxes and other fees)	FREE
No contract or credit check	
Nationwide coverage	
Handsets starting at \$30.00	
Access to 911 and E911 regardless of activation status or availability of prepaid minutes	
Directory Assistance	Airtime

Plan Additions	Retail Price
Additional Minutes for Basic Service (includes taxes and other fees)	
50 minutes	\$7.00
100 minutes	\$9.00
200 minutes	\$16.00
300 minutes	\$21.00
500 minutes	\$30.00

FUSE Lifeline Credits	
Federal Lifeline Credit	\$13.45 ¹

Service Activation Fee	\$30.00
-------------------------------	----------------

All airtime whether part of a particular plan or additional purchased minutes, expires at the end of each 30 day period, whether used or not. No airtime is carried over to the next 30 day period.

¹ EveryCall is in the process of updating its FUSC credits to comply with the uniform flat \$9.25 reimbursement by the August 1, 2012 deadline.

EXHIBIT B



ALL AMERICAN WIRELESS LIFELINE PLAN

NOTE: BY LAW, THE LIFELINE
PROGRAM IS ONLY AVAILABLE
FOR ONE PHONE PER HOUSEHOLD.

- **\$30.00 Wireless Phone**
- **FREE Monthly Minutes** **100 MINUTES PER MONTH**
- **FREE Text Messaging** **NO ROLLOVER**

Lifeline is a government assistance program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.

Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.

Only persons who are eligible may participate. Documentation supporting income eligibility or participation in a qualified government program will be required.

Only one Lifeline benefit for either landline or wireless phone service (but not both) is allowed per household.

1-877-974-9000
4315 Bluebonnet Blvd., Suite A

www.allamericanwireless.com



ALL AMERICAN®
WIRELESS

NOTE: BY LAW, THE LIFELINE PROGRAM IS ONLY AVAILABLE FOR ONE PHONE PER HOUSEHOLD.



[Click Here for Lifeline Assistance Details
and Certification Form](#)

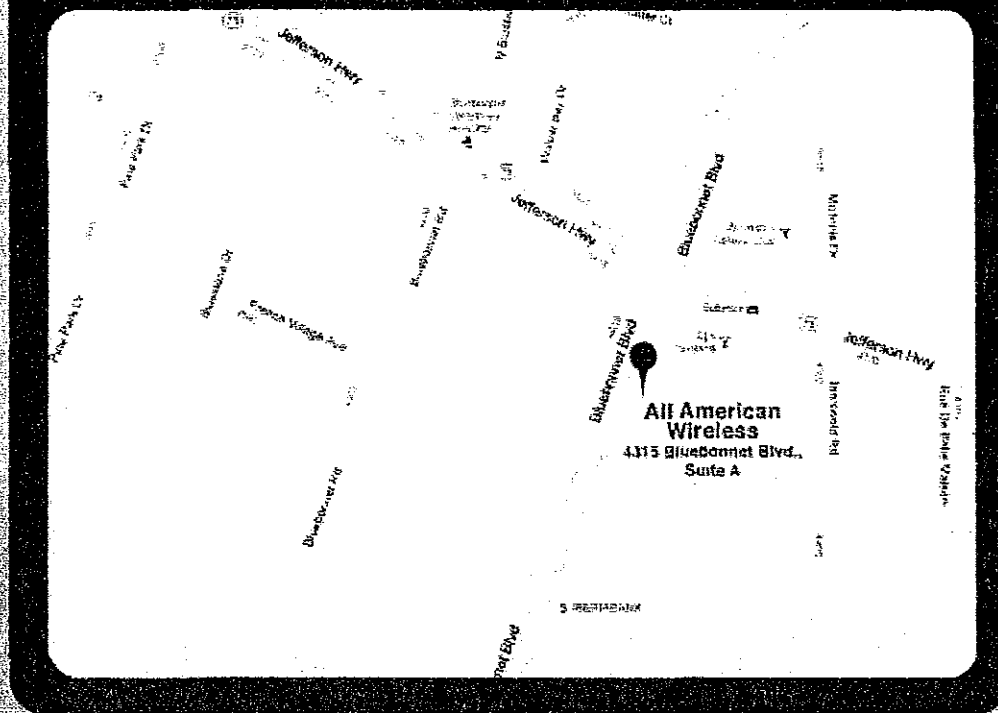
[Home](#) | [Lifeline](#) | [Buy More Minutes](#) | [About Us](#) | [Unlimited Plan](#)

Government Assisted Wireless Service.

Call Now: 1-877-974-9000

Lifeline is a government assistance program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.

Our office in Baton Rouge



Lifeline subscribers are entitled to E911 handsets. If you believe that your handset previously given to you by All American Wireless is not an E911 handset, All American Wireless will replace, at no additional cost to the customer, your handset with an E911 handset.

The service for which the consumer is applying is a Lifeline service;

Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;

Only one Lifeline service is available per household;

A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income expenses;

A household is not permitted to receive Lifeline benefits from multiple providers;

Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-

enrollment from the program; and

Only eligible consumers may enroll in the Lifeline program;

Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.

Lifeline service must be personally activated by the applicant/subscriber.

The service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days. (For prepaid customers only)

ALL AMERICAN WIRELESS™ LIFELINE TERMS OF SERVICE

1. Overview: Lifeline is a government subsidy program that, if you qualify, will pay up to \$13.45 of your monthly phone bill for either one wireless or landline phone service (but not both) per eligible household. The All American Wireless program subsidized by Lifeline provide a free 100 minutes per month to qualifying participants. You can go [here](#) to see details and, rates for any additional minutes you may want to purchase.

2. To Qualify: To qualify for Lifeline, you must certify and provide documentation supporting your participation in at least one qualifying government assistance program (list of programs varies by state, and, are listed on the Sign Up form).

OR To qualify for Lifeline, you must provide evidence that your household income is below 135% of the U.S. Poverty Rate (ask customer service representative to see Chart)

Only one Lifeline benefit for either landline or wireless phone service (but not both) is allowed per household.

3. Lifeline – Limit One Monthly Benefit Per Qualifying Household
Only one Lifeline benefit for either landline or wireless phone service (but not both) is allowed per household. If you or anyone in your household currently already receives a Lifeline benefit on either landline or wireless phone service, you do not qualify for Lifeline subsidized service with All American Wireless.

Examples of companies from which you may already be receiving a Lifeline subsidy include, but are not limited to: Affordable Phone Service, Assurance Wireless, AT&T, Budget Mobile, Budget Phone, New Phone, Reach Out Wireless, Safelink Wireless, or any similar provider.

4. Age and Head of Household You must be at least 18 years of age or older to qualify for the Lifeline program. Also you must be the head of your household to qualify for the Lifeline program. If you are not over 18 or if you are not the head of your household, you do not qualify for the Lifeline program through All American Wireless.

5. Notify Us If You are No Longer Eligible Once you are on the monthly Lifeline subsidy through All American Wireless, if, at any time, you become ineligible (for instance, if you no longer participate in a federal assistance program), you must contact All American Wireless to withdraw from the government program. You may keep your service, at your option. However, if you keep your service, the government will no longer subsidize the service.

6. Annual Renewal We are required to obtain from you annual re-certification of your Lifeline eligibility. Your self-certification form is good for one year and must be updated annually for continued participation in the Lifeline program.

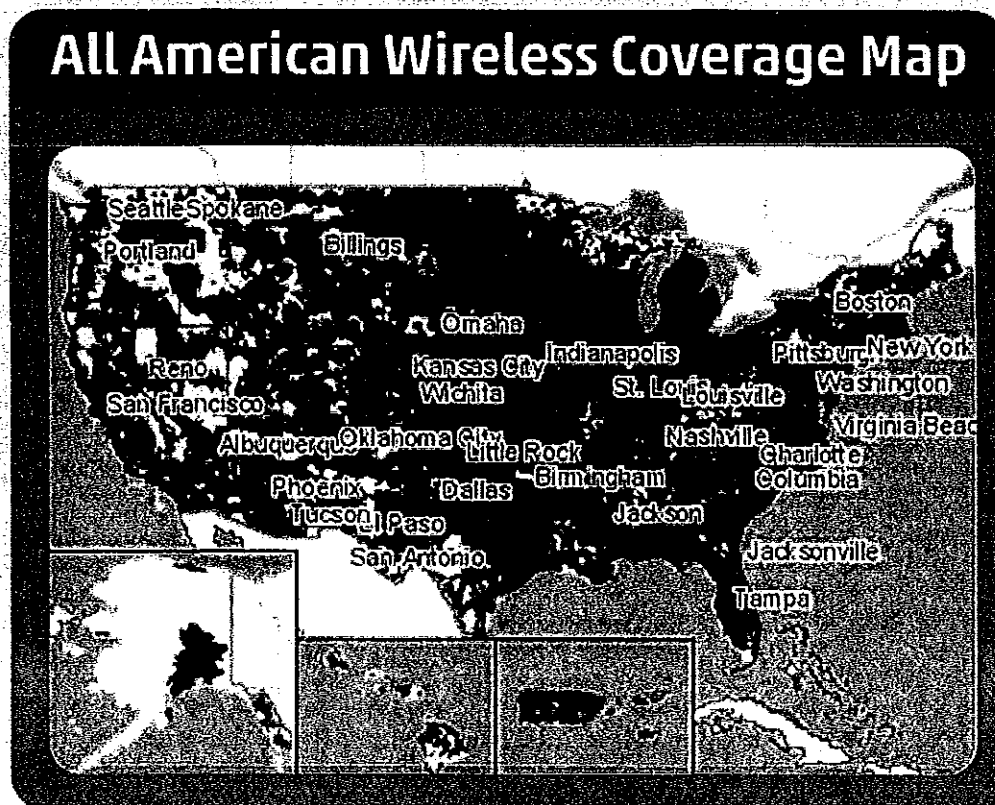
7. Program Benefits are Not Transferrable Your Lifeline benefits are provided specifically for you and your household. You are not allowed to give away (or sell) your Lifeline subsidized minutes.

If you have any questions, please ask the Customer Service representative at our office, or, call 1-877-9749000.

The Lifeline government assistance program is valuable to many citizens. Let's make it work for everyone by following these rules!

Thanks,
The Team at All American Wireless
www.allamericanwireless.com 1-877-974-9000

FCC Consumer Tip Sheet



Service provided pursuant to the regulations of the Federal Lifeline programs. Customer must qualify for Lifeline programs to receive full benefits. Information about the government program is available at www.usac.org.

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All American Wireless is a service of EveryCall Communications, Inc. dba All American Wireless



[Home](#) | [Lifeline](#) | [Buy More Minutes](#) | [About Us](#) | [Unlimited Plan](#)

Lifeline subscribers are entitled to E911 handsets. If you believe that your handset previously given to you by All American Wireless is not an E911 handset, All American Wireless will replace, at no additional cost to the customer, your handset with an E911 handset.

The service for which the consumer is applying is a Lifeline service.;

Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;

Only one Lifeline service is available per household;

A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income expenses;

A household is not permitted to receive Lifeline benefits from multiple providers;

Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and

Only eligible consumers may enroll in the Lifeline program;

Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.

Lifeline service must be personally activated by the applicant/subscriber.

The service will be deactivated and the subscriber de-enrolled if the

subscriber does not use the service for 60 days. (For prepaid customers only)

ALL AMERICAN WIRELESS™ LIFELINE TERMS OF SERVICE

1. Overview: Lifeline is a government subsidy program that, if you qualify, will pay up to \$13.45 of your monthly phone bill for either one wireless or landline phone service (but not both) per eligible household. The All American Wireless program subsidized by Lifeline provide a free 100 minutes per month to qualifying participants. You can go [here](#) to see details and, rates for any additional minutes you may want to purchase.

2. To Qualify: To qualify for Lifeline, you must certify and provide documentation supporting your participation in at least one qualifying government assistance program (list of programs varies by state, and, are listed on the Sign Up form).

OR To qualify for Lifeline, you must provide evidence that your household income is below 135% of the U.S. Poverty Rate (ask customer service representative to see Chart)

3. Lifeline – Limit One Monthly Benefit Per Qualifying Household
Only one Lifeline benefit for either landline or wireless phone service (but not both) is allowed per household. If you or anyone in your household currently already receives a Lifeline benefit on either landline or wireless phone service, you do not qualify for Lifeline subsidized service with All American Wireless.

Examples of companies from which you may already be receiving a Lifeline subsidy include, but are not limited to: Affordable Phone Service, Assurance Wireless, AT&T, Budget Mobile, Budget Phone, New Phone, Reach Out Wireless, Safelink Wireless, or any similar provider.

4. Age and Head of Household You must be at least 18 years of age or older to qualify for the Lifeline program. Also you must be the head of your household to qualify for the Lifeline program. If you are not over 18 or if you are not the head of your household, you do not qualify for the Lifeline program through All American Wireless.

5. Notify Us If You are No Longer Eligible Once you are on the monthly Lifeline subsidy through All American Wireless, if, at any time, you become ineligible (for instance, if you no longer participate in a federal assistance program), you must contact All American Wireless to withdraw from the government program. You may keep your service, at your option. However, if you keep your service, the government will no longer subsidize the service.

6. Annual Renewal We are required to obtain from you annual re-certification of your Lifeline eligibility. Your self-certification form is good for one year and must be updated annually for continued participation in the Lifeline program.

7. Program Benefits are Not Transferrable Your Lifeline benefits are provided specifically for you and your household. You are not allowed to

give away (or sell) your Lifeline subsidized minutes.

If you have any questions, please ask the Customer Service representative at our office, or, call 1-877-9749000.

The Lifeline government assistance program is valuable to many citizens. Let's make it work for everyone by following these rules!

Thanks,
The Team at All American Wireless
www.allamericanwireless.com 1-877-974-9000

Lifeline Service

Lifeline is a monthly subsidy, provided by the federal government that lowers the cost of telephone service. The monetary value of the Lifeline monthly subsidy varies between states. An eligible customer may receive the Lifeline discount on either a landline or a wireless connection, but the discount is available for only one telephone connection per household.

Must qualify for Government assistance to receive Lifeline and Linkup benefits. Other restrictions apply.

- No contract or credit check
- Nationwide coverage

Key Features of All American Wireless™ Lifeline service offering:

- Affordable handsets available for \$30
- First 100 minutes: Free

Text Messaging: 1 minute of usage will be deducted for each text message (inbound or outbound).

For additional information, contact an ALL AMERICAN WIRELESS™ customer service representative at 1-877-974-9000.

For more information on Lifeline government support for phone service, please visit the government website.

Lifeline Assistance Details and Certification Form (pdf)
EveryCall Communications, Inc, dba All American Wireless provides the following services: Lifeline service and support, voice grade access to the public switched network, local usage, DTMF signaling, single party service, and access to emergency services, interexchange service, directory assistance and toll limitations services to qualifying, low income users.

EXHIBIT C



1-877-974-9000
www.allamericanwireless.com

For Office
Use Only:

Customer A/C # _____

ID: _____

Verified by: _____

Lifeline Assistance – Certification Form

LA

SECTION 1 — APPLICANT (PICTURE ID REQUIRED)

Name: _____
(First) (Middle) (Last)

Street Address (Not a P.O. Box): _____

Apt.#: _____ City: _____ State: LA Zip Code: _____

Is this a temporary ☐ or permanent ☐ address? (check one)

Billing Address (If different): _____

Apt.#: _____ City: _____ State: LA Zip Code: _____

Phone # where you can be reached to discuss this application: (_____) _____ - _____

Date of Birth: _____ Social Security # (last 4 digits only): _____

I currently receive, or a member of my household currently receives, Lifeline assistance at the current address for either a landline or wireless service. (for instance, Affordable Phone, Assurance Wireless, AT&T, Budget Mobile, Budget Phone, New Phone, Reach Out Wireless, Safelink, or any similar provider).

☐ No ☐ Yes (you are not eligible for Lifeline assistance. Limit one per household)

I am age 18 years or older; and, I am head of the household.

☐ Yes ☐ No (you are not eligible for Lifeline or Link Up assistance. Recipient must be over 18 and head of the household.)

SECTION 2 — DISCLOSURES (CHECK ALL THAT APPLY)

The service for which the consumer is applying is a Lifeline service:

- Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
- Only one Lifeline service is available per household;
- A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income expenses;
- A household is not permitted to receive Lifeline benefits from multiple providers;
- Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and
- Only eligible consumers may enroll in the Lifeline program;
- Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.
- Lifeline service must be personally activated by the applicant/subscriber.
- The service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.

I AM CURRENTLY ELIGIBLE TO RECEIVE BENEFITS FROM ONE OR MORE OF THE FOLLOWING PUBLIC ASSISTANCE PROGRAM(S) (PROOF OF PARTICIPATION IN ELIGIBLE PROGRAM IS REQUIRED):

- | | |
|---|--|
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> Federal Public Housing Assistance (Including section 8) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Low Income Home Energy Assistance (LIHEAP) |
| <input type="checkbox"/> National School Lunch Program's free lunch program (must qualify for free lunch) | |

OR ☐ My total household income is at or below 135% of the Federal Poverty Guidelines. (Guidelines are on page 2 of this form.)

How many people are in your household? _____

IF YOU QUALIFY BASED ON TOTAL HOUSEHOLD INCOME, YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE DOCUMENTS LISTED BELOW:

- | | |
|--|--|
| <input type="checkbox"/> Prior year's state or Federal tax return | <input type="checkbox"/> Divorce Decree or Child Support Documents |
| <input type="checkbox"/> Social Security Benefits Statements | <input type="checkbox"/> Unemployment / Workers Compensation Benefits Statements |
| <input type="checkbox"/> Veterans Administration Benefits Statements | <input type="checkbox"/> Current Income Statements from Employer or Paycheck Stubs |
| <input type="checkbox"/> Retirement / Pension Benefit Statements | |

IF YOU PROVIDE DOCUMENTATION THAT DOES NOT COVER A FULL YEAR (SUCH AS CURRENT PAYCHECK STUBS), YOU MUST SUBMIT THREE (3) CONSECUTIVE MONTHS WORTH OF THE SAME TYPE OF DOCUMENT WITHIN THE CURRENT CALENDAR YEAR.

Customer Service 1-877-974-9000
www.allamericanwireless.com

This certificate is good for one year from date of signing. The certificate must be updated annually for continued Lifeline participation.

EveryCall Communications, Inc., dba All American Wireless. Certain restrictions apply. Phone models vary by availability. Service not available in all areas. Copyright 2012. All rights reserved.



Lifeline Assistance – Certification Form Continued

SECTION 3 - ELIGIBILITY FOR LIFELINE ASSISTANCE

I certify, under penalty of perjury:

• That I am a current recipient of the above program(s) and will notify my local telephone company when I am no longer participating in any of the above-designated program(s).

I give permission to the duly authorized official(s) administering the above programs to provide to All American Wireless my participation status in any of the above program(s).

I give this permission on the condition that the information in this form and any information about my participation in the above programs provided by officials be maintained by the company as confidential customer account information.

- I certify that I do not, nor does any member of my household, receive Lifeline benefits at this household or residence for either wireless service or landline service.
- I am not listed as a dependent on another person's tax return (unless over the age of 60).
- The address listed is my primary residence, not a second home or business.
- I will contact All American Wireless if I am no longer eligible for Lifeline benefits, or, if I change my address.
- I am at least 18 years of age; and, I am the head of the household.

Signature _____ Date _____

SECTION 4 CERTIFICATION AND AGREEMENT

Please read and acknowledge that you agree by initializing after each statement below and providing your signature.

_____ I meet the income-based or program based eligibility criteria for receiving Lifeline.

_____ My household will receive only one Lifeline service, and to the best of my knowledge, my household is not already receiving a Lifeline service.

_____ I understand that violation of the one per household requirement constitutes a violation of the Commission's rules and will result in my de-enrollment from the program and may be punished by fine or imprisonment.

_____ I will notify EveryCall Communications, Inc. dba All American Wireless within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline, including if I no longer meet the income based or program based criteria for receiving Lifeline support or if I am receiving more than one Lifeline benefit or another member of my household is receiving a Lifeline benefit.

_____ I will notify EveryCall within 30 days if my home address changes and provide the new address. I understand that failure to provide such notification may result in de-enrollment from the program.

_____ The information contained in my application is true and correct to the best of my knowledge. I acknowledge that providing false or fraudulent documentation in order to demonstrate eligibility for the Lifeline program is punishable by fine or imprisonment.

_____ I acknowledge that Lifeline is a Federal government program and that only qualified persons may participate in the program.

_____ I will not transfer my service to any other individual, including another eligible, low income consumer.

_____ I understand that I will be required to re-certify my continued eligibility for Lifeline at least annually and my failure to re-certify my continued eligibility will result in de-enrollment and termination of my Lifeline benefits.

_____ I authorize EveryCall Communications, Inc. dba All American Wireless to access any records required to verify my eligibility for Lifeline service and to release any of my records required for the administration for the Lifeline program. (For prepaid customers only)

_____ I authorized EveryCall Communications, Inc. dba All American Wireless to contact me by interactive voice response or other means to notify me of annual Lifeline re-verification and the company's 60 day non-usage reminder. (For prepaid customers only)

_____ I certify that I live in an area designated as "Tribal Land". (NOTE: only initial this box if you live on tribal land.)

_____ I am at least 18 years of age.

_____ I am the head of the household.

Signature _____ Date _____

Note: Please bring the completed Self-Certification form to one of our retail stores. We do not mail out wireless phones. You must pick up your phone in person. Bring your Driver's License and Proof of Eligibility (such as your Food Stamps card, called SNAP in Louisiana).

135% OF THE FEDERAL POVERTY GUIDELINES	
Persons in Family or Household	48 Contiguous States and D.C.
1	\$14,621
2	\$19,670
3	\$24,719
4	\$29,768
5	\$34,817
6	\$39,866
7	\$44,915
8	\$49,964
For Each Additional Person Add	\$5,049



All American Wireless Lifeline Details

Lifeline is a government assistance program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.

Lifeline subscribers are entitled to E911 handsets. If you believe that your handset previously given to you by All American Wireless is not an E911 handset, All American Wireless will replace, at no additional cost to the customer, your handset with an E911 handset.

1. Overview:

Lifeline is a government subsidy program that, if you qualify, will pay up to \$13.50 of your monthly phone bill for either one wireless or landline phone service (but not both) per eligible household. The All American Wireless program, subsidized by Lifeline, provides a free 100 minutes per month to qualifying participants. You can go to our website to see details, and, rates for any additional minutes you may want to purchase. Our website is www.allamericanwireless.com

2. To Qualify:

To qualify for Lifeline, you must self-certify that you participate in at least one qualifying government assistance program (list of programs varies by state, and, are listed on the Sign Up form) and you must present proof of your participation in the qualifying program (for instance, you could present your food stamps card, called a SNAP card in Louisiana, or, you could present other documentation of your participation in one of the other qualifying programs).

OR

To qualify for Lifeline, you must provide evidence that your household income is below 135% of the U.S. Poverty Rate (ask customer service representative to see Chart).

3. Lifeline – Limit One Monthly Benefit Per Qualifying Household

Only one Lifeline benefit for either landline or wireless phone service (but not both) is allowed per household. If you or anyone in your household currently already receives a Lifeline benefit on either landline or wireless phone service, you do not qualify for Lifeline subsidized service with All American Wireless.

Examples of companies from which you may already be receiving a Lifeline subsidy include, but are not limited to: Affordable Phone Service, Assurance Wireless, AT&T, Budget Mobile, Budget Phone, New Phone, Reach Out Wireless, Safelink Wireless, or any similar provider.

4. Age and Head of Household

You must be at least 18 years of age or older to qualify for the Lifeline or program. Also you must be the head of your household to qualify for the Lifeline or program. If you are not over 18 or if you are not the head of your household, you do not qualify for the Lifeline program through All American Wireless.

5. Notify Us If You are No Longer Eligible

Once you are on the monthly Lifeline subsidy through All American Wireless, if, at any time, you become ineligible (for instance, if you no longer participate in a federal assistance program), you must contact All American Wireless to withdraw from the government program. You may keep your service, at your option. However, if you keep your service, the government will no longer subsidize the service.

6. Annual Renewal

We are required to obtain from you annual re-certification of your Lifeline eligibility. Your self-certification form is good for one year and must be updated annually for continued participation in the Lifeline program.

7. Program Benefits are Not Transferrable

Your Lifeline benefits are provided specifically for you and your household. You are not allowed to give away (or sell) your Lifeline subsidized handset or minutes.

8. Sixty Day Rule

You must use your wireless Lifeline phone at least once every sixty days (for instance, by placing a phone call or a text message). If you do not use your wireless phone in a sixty day period, your lifeline benefit will be terminated.

If you have any questions, please ask the Customer Service representative at one of our stores, or, call 1-877-974-9000.

The Lifeline government assistance programs is valuable to many citizens. Let's make it work for everyone by following these rules!

Thanks,

The Team at All American Wireless
www.allamericanwireless.com
1-877-974-9000